NOTES OF CASES.

FORGETFULNESS AS CONTRIBUTORY NEGLIGENCE—PETERS. V. CITY OF LYNCHBURG.—Our readers are requested to note that the case of *Peters* v. *City of Lynchburg*, decided by the Circuit Court of the City of Lynchburg and reported in our January number (p. 812), possesses not only the authority given it by the able judge who rendered the opinion, but has the additional authority imparted to it by reason of the fact that the case was taken to the Court of Appeals and a writ of error there refused. This fact adds to the authority of the case of *Courtney* v. *City of Richmond*, 32 Gratt. 792, and shows that the court intends to adhere to the very stringent rule laid down in that case. Another opinion which should be noted in this connection is *N. & W.* v. *Hawks*, 102 Va. 452, 455, in which the court said it makes do difference that the danger was not in the plaintiff's mind. Such thoughtlessness is negligence which cannot be charged to the defendant company.

NEGOTIABLE INSTRUMENTS—DEPOSIT OF DRAFT FOR COLLECTION—BANK ACQUIRES NO TITLE AND CANNOT RECOVER AGAINST ACCEPTORS—VA. CODE 1904, SEC. 2841A, ART. 4, SEC. 51.—In *Bank of America* v. *Waydell and Bagley*, decided March, 1905, the Appellate Division of the Supreme Court of New York held that where a draft was sent to agents for collection who were depositors of the plaintiff bank and deposited with the plaintiff solely for collection, the plaintiff having knowledge of the relation of their depositors to the draft, and plaintiff did not make advances or otherwise part with value upon the faith of the transaction, but afterwards assumed to apply the amount of the draft upon an indebtedness due to it from the depositors, the plaintiff had acquired no title to the draft and could not recover for the same against the acceptors (*Hutchinson* v. *Manhattan Co.*, 152 N. Y. 250; *Hatch* v. *National Bank*, 147 N. Y. 184, distinguished).

Sec. 51 of the Negotiable Instrument Law (Va. Code 1904, sec. 284la, Art. 4; sec. 51), providing that "the holder of a negotiable instrument may sue thereon in his own name and payment to him in due course discharges the instrument" was held not to require a different ruling from that above.

LIBEL BY DICTATION TO STENOGRAPHER.—Are communications dictated to a stenographer, containing libelous matter, privileged? The use of stenographers in all business matters, including the most confidential communications by lawyers, makes this subject a most important one. It has undergone judicial consideration in two American cases, *Gambrill* v. *Schooley*, 93 Md. 48, and *Owen* v. *Ogilvie Pub. Co.*, 32 N. Y. App. Div. 465. In the former case the court held that the dictation of a libelous letter to a private and confidential stenographer was, in law, a libel-publication, when a typewritten copy was signed, made and sent to the addressee. In the latter case it was held that the dictation of a letter by the manager of a corporation to its stenographer is not a publication. The